



KENYA RURAL ROADS AUTHORITY

KISII REGION

(22% RMLF FOR BOBASI CONSTITUENCY)

ROUTINE MAINTENANCE AND SPOT IMPROVEMENT OF;

ROAD No: G65556

ROAD NAME: MOTONTO – ITUMBE

TENDER NUMBER: KeRRA/011/KSI/39/068/2020-2021

BID DOCUMENT

- **SECTION I** : INVITATION TO TENDER
- **SECTION II** : INSTRUCTIONS TO BIDDERS
- **SECTION III** : QUALIFICATION CRITERIA
- **SECTION IV** : CONDITIONS OF CONTRACT
- **SECTION V** : APPENDIX TO FORM OF AGREEMENT
- **SECTION VI** : STANDARD FORMS
- **SECTION VII** : CONTRACTOR'S EVALUATION CHECKLIST
- **SECTION VIII** : SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES

(PREQUALIFIED)

FEBRUARY , 2021

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STANDARD TENDER DOCUMENT
FOR
PROCUREMENT OF WORKS

- ROUTINE MAINTENANCE AND SPOT IMPROVEMENT WORKS

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SECTION I: INVITATION TO TENDER

Tender No. : KeRRA/011/KSI/39/068/2020-2021

Tender Name: Routine Maintenance and Spot Improvement of **G65556: Motonto – Nyakegogi**

The Deputy Director Kenya Rural Roads Authority, Kisii Region invites sealed tenders for the routine maintenance and spot improvement of **G65556: Motonto – Nyakegogi Road** The scope of works is as follows:

- i. Office Administration and overheads/Preliminaries ,
- ii. Site clearance
- iii. Culvert and drainage works,
- iv. Grading and gravelling works

- 1.1 Interested eligible candidates may obtain further information and inspect tender documents from **5th February 2021** to **19th February 2021** during official working hours between Monday and Friday at Kenya Rural Roads Authority (KeRRA) Kisii Regional Head Office, P.O Box 1084-40200 Kisii. The Office is located Kisii Town along Kisii – Kilgoris Road.
- 1.2 The Tender Document can be bought at the Kisii Regional Headquarters, Regional Accounts Office with Bankers Deposit Slip Payable to KCB Bank Account Name KeRRA A.I.A A/C No.11143433196 and document collected at Regional Supply Chain office each bid is Kshs 1000.00 Which is non-Refundable. The tender document can also be downloaded freely from KeRRA website www.kerra.go.ke.
- 1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for **180** days from the closing date of tender
- 1.4 Subsequent to presidential directive on COVID-19 Pandemic there shall be no pre-tender site visit, bidders are advised to make their own personal arrangements to familiarize themselves with the site before of their bids.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at KeRRA Kisii Regional Head Office in Kisii to be addressed to Deputy Director KeRRA Kisii Region, P.O Box 1084-40200 Ksii so as to be received on or before **Friday, 19th February 2021** at 10.00am.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at KeRRA Kisi Regional Head Office

SENIOR SUPPLY CHAIN MANAGEMENT OFFICER
FOR: REGIONAL DEPUTY DIRECTOR

SECTION II: INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

1. General

- 1.1 The Employer as defined in the Appendix to Form of Agreement invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) Certified copy of Certificate of Incorporation;
 - (b) Copy of Registration with NCA8 (Categories 8 and above);
 - (c) Copy of NCA Contractors Annual practicing license;
 - (d) Copy of KRA Valid Tax Compliance Certificate;
 - (e) Certified copy of KRA VAT and PIN Registration Certificate;
 - (f) Certified copy of most recent CR12, valid for immediate previous 12 months;
 - (g) Certified valid certificate of registration by the National Treasury for Youth
 - (h) Equipment holding supported by relevant documentation;
 - (i) Certified Current Trading License and principal place of Business;
 - (j) Proof of having Bank Account in the Tenderer's name;
 - (k) Duly filled confidential Business Questionnaire;
 - (l) Duly filled and Signed Form of Tender and Appendix;
 - (m) Duly filled Bills of Quantities;
 - (n) The entire document should be well serialized by the bidder.
- 1.3 Tenderer shall bear all the costs associated with the preparation and submission of his tender and the employer will be in no case be responsible or liable for those costs.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.6 The price to be charged for the hard copy tender document shall not exceed **Kshs.1,000 /=** but downloaded freely from KeRRA website tender portal.
- 1.7 The procuring entity shall allow the Tenderer to review the tender document free of charge before purchase.
- 1.8 The Engineer's cost estimate for these works is **Kshs. 3,212,063.00 (Kenya Shillings Three Million, Two Hundred and Twelve thousand, Sixty Only).**

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-
- (a) Instructions to Tenderers
 - (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Form of Agreement
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities
 - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 Prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following:-

- (a) The Tender;
 - (b) Priced Bill of Quantities
 - (c) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of **One Hundred and Eighty (180)** days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within **7 days** of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1 The tender duly filled and sealed in an envelope shall;-
- [a] be addressed to the Employer at the address provided in the invitation to tender;
 - [b] bear the name and identification number of the Tender as defined in the invitation to tender; and

- [c] Provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents. Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
 - (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 25% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.10 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to

- the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum [hereinafter and in all Contract documents called the “Contract Price” which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.
- 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III: QUALIFICATION CRITERIA

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
1. Eligibility				
1.1	Eligibility	Nationality in accordance with confidential business Questionnaire in the standard forms	Must meet requirement	Refer to standard form section 7
1.2	Incorporation & Registration	Pursuant to sub clause 1.2 the following shall be provided; - Certified Copy of Certificate of incorporation to show that the applicant is a registered company and legally authorised to do business in Kenya. - Proof of registration with the National Construction Authority Category NCA 8 and above for Road Works and a valid NCA practising licence as at closing date of tender submission.	Must meet requirement	Refer to standard form section 7

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last three (3) years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted.	Must meet requirement by itself or as party to past	Refer to standard form section 7
2.2	Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%) of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement by itself or as party to past	Refer to standard form section 7
3.1	Financial Performance	Submission of audited balance sheets for the last three [3] years to demonstrate Capacity to have a cash flow amount of minimum Kshs 500,000.00 equivalent working capital.	Must meet requirement	Refer to standard form section 7
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of Kshs. 1,000,000 [Kenya Shillings One Million], calculated as total certified payments of similar works received for contracts in progress or completed, within the last three [3] years	Must meet requirement	Refer to standard form section 7
4.1	General Construction Experience	Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last One [1] year prior to the applications submission deadline	Must meet requirement	

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
4.2(a)	Specific Construction Experience	Participation as contractor, management contractor or subcontractor, in at least Two (2) No. contracts within the last Five (5) Years, that have been successfully and substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Scope of Works.	Not Required	
4.2(b)		b) For the above or other contracts executed during the period stipulated in 4.2(a) above, a minimum construction experience in at least one (1) of: ▪ Routine maintenance ▪ Spot improvement & rehabilitation works.	Not Required	
4.3	Work Methodology	Submission of a brief work methodology	Should demonstrate understanding of the scope of works and other general requirements	Refer to standard form section 7
5. Equipment Holding				
5.1	Minimum number of Equipment	The bidder must indicate the minimum the core plant and equipment considered by the company to be necessary for undertaking the project together with proof of ownership or leasing of at least two (2) different core plant/equipment necessary for undertaking the project to completion within the completion time	Must meet the requirement	Refer to standard form section 7

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
6. Current Commitment				
6.1	On-going contracts	The total value of current works on the on-going contracts must not exceed Kshs.10,000,000 [Kenya Shillings Ten Million]	Must meet requirements	Refer to standard form section 7
7. Site Staff				
1	Site Agent	The site staff shall possess minimum levels set below; Qualification = xxxxxx General Experience = xx years Specific Experience = xx years	Not Required	1
2	Dep. Site Agent/ Site Engineer	Qualification = xxxxxx General Experience = xx years Specific Experience = xx years	Not Required	2
3	Senior Foreman	Qualification = xxxxxx General Experience = xx years Specific Experience = xx years	Not Required	3
4	Site Surveyor	Qualification = xxxxxx General Experience = xx years Specific Experience = xx years	Not Required	4
5	Foremen (5 No.)	Qualification = xxxxxx General Experience = xx years Specific Experience = xx years	Not Required	5

SECTION IV: CONDITIONS OF CONTRACT

PART 1: GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the FIDIC Short Form of Contract, First Edition, 1999, published by the International Federation of Consulting Engineers (FIDIC).

The General Conditions of Contract are linked with the Conditions of Particular Application, referred to as Part II, by the consecutive numbering of the Clauses, so that Part I and II together comprise the Conditions governing the rights and obligations of the Parties. In case of any inconsistency between the Conditions contained in Part I and those in Part II, the Conditions contained in Part II shall prevail.

The Tenderer is deemed to have read and fully complied with the General Conditions of Contract.

PART II: CONDITIONS OF PARTICULAR APPLICATION

The Conditions of Particular Application amplify the FIDIC Short Form of Contract so as to be, together, applicable to the Contract.

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GENERAL PROVISIONS

1.1 Definitions

Add new Paragraph to sub-clause 1.1.8

1.1.8 (a) “**Week**” means a period of seven (7) consecutive days

1.1.8 (b) “**Month**” means calendar month

Add new paragraph to sub-clause 1.1.20 to 1.1.25

1.1.20 “**Appendix**” as referred to in the Conditions of Contract means Appendix to Form of Agreement.

1.1.21 “**Labour-Based Methods**” means work methods whereby activities are carried out using labour where technically and economically viable and appropriate equipment is only used when labour alone will not achieve the required standards.

1.1.22 “**Task**” means the amount of work to be done by one individual worker or a gang in order to earn one day’s wage.

1.1.23 “**Young Person**” means an individual male or female, who has attained the age of 16 years but has not attained the age of 18 years.

1.1.24 “**R2000 Strategy**” means an initiative by the Government of Kenya to improve the maintenance of the country’s Road Network by giving priority to maintenance through network approach, using appropriate technology, labour-based methods, local resources and increased usage of small-scale entrepreneurs.

1.2 Interpretation

Add sub-clause 1.2.1 as follows

1.2.1 Words having the same meaning

In the Contract Documents the Employer’s Representative is generally designated as the Engineer.

3. EMPLOYER'S REPRESENTATIVES

3.1. Employer's Representative

The Director (Road Asset Management), Kenya Rural Roads Authority is the Employer's Representative.

3.2. The Engineer

The Director (Road Asset Management), Kenya Rural Roads Authority the Employer's Representative has delegated to the Deputy Director Kenya Rural Roads Authority, Kisii Region as the Engineer

3.3 Engineer's Duties and Authority

- i. Give site possession to Contractors.
- ii. Give approval of the Contractor's Programme of works and site superintendent.
- iii. Issue site instructions and additional or modified drawings which may be necessary for the execution of the works and the remedy of any defects, all in accordance with the Contract.
- iv. Supervise the execution of the works and in particular ensuring the dimensions and quality of works conforms to specification.
- v. Review the Contractor's progress regularly and give notices whenever the contractor is performing poorly or is behind the approved programme of works.
- vi. Receive Contractors payment certificates, evaluate, approve and certify for payment.
- vii. Organize monthly progress review meetings and taking over meetings
- viii. Any other duties attributable to the Engineer as specified in or necessarily to be implied from the Contract.
- ix. The Engineer may delegate some of his duties and authority to Engineer's representative and will inform the Contractor accordingly in writing.

The Engineer shall obtain specific approval of the Employer before taking any of the following actions:

- 1) Consenting to the sub-contracting of any part of the works under **General Conditions of Contract Clause 4.3**
- 2) Issuing a variation or certifying additional cost determined under **Clause 10** except in an emergency situation as reasonably determined by the Engineer.
- 3) Determining an extension of time under **Clause 7.3**

4 THE CONTRACTOR

4.1. General Obligations

Add. In particular the following obligations shall apply

Add the following new sub-Clauses:

4.1.1. R2000 Strategy

The Works shall generally be carried out using the R2000 Strategy and work approach, with its predominant emphasis on the use of labour-based construction methods where they are technically and economically viable. Intermediate equipment, as agreed by the Engineer may be used in other appropriate circumstances.

4.1.2 Approval of Equipment

The Contractor shall submit for the Engineer's approval within seven days prior to the commencement date a list of equipment, which is intended for use on site. He shall notify the Engineer prior to bringing in equipment and shall further obtain the Engineer's approval prior to removing any equipment from site.

4.1.3 Recruitment of Labour

4.1.3.1 The Contractor shall ensure that there is a sufficient and suitable deployment of labour at all times throughout the Contract.

4.1.3.2 All general workers employed by the Contractor shall, to the extent possible, be recruited from the surrounding population. Exceptions may be made if sufficient local labour cannot be recruited and only with the approval of the Engineer. There shall be no discrimination in recruitment based on tribe, religion, political affiliation, age, disability or gender, and the recruitment system shall be fair and transparent.

4.1.3.3 The Contractor shall take particular note of the Government policy regarding the employment of women and youth in the recruitment process and shall take all possible steps to attain the targets of 30% of the labour force for each group.

4.1.4. Employment of Young Persons and Children

The Contractor shall comply with the relevant Employment Act concerning the Employment of Young Persons and Children.

4.1.5. Conditions of Employment of Labour

The Contractor shall observe and fulfil the following conditions in respect of all persons employed by him in the execution of the Contract: -

- a) Where possible, labour shall be employed on a daily task basis. The size of the daily task shall be that which can reasonably be expected of a worker during a normal working day (8 hours), and all task rates shall be approved by the Engineer.
- b) The Contractor shall pay wage rates and observe hours and conditions of employment of labour as established by Kenyan Labour Laws and by agreement between Employers or other recognized authorities and trades unions for similar trades or industries in the District where the Contract Works are to be carried out.
- c) The Contractor shall recognize the freedom of employees to be members of trades unions. The Contractor's attention is drawn to the requirements of the Trade Unions Act (CAP 233), which states that if at least 25% of the employees are members of a particular Trade Union Organisation, then the Contractor is legally bound to recognise and negotiate with the Organisation.

4.1.6. Reporting Requirements

The Contractor shall, when required by the Engineer, submit labour returns in such form and detail and at prescribed intervals showing the staff and the number of the several classes of labour employed by the Contractor.

4.1.7. Non-payment of Wages by Contractor

- a. The Employer may demand from the Contractor reasonable proof of payment of wages to the employees.
- b. The Employer may, upon the Contractor defaulting in payment, pay the money due, out of any funds due or which may become due to the Contractor under the Contract.
- c. In such an event, the Contractor shall co-operate with the Employer in processing the payment of the correct amounts of money due to the labour force by submitting the relevant muster rolls, workday reports and pay-sheets, and the Contractor shall be represented at the time payments are made.
- d. Direct payment to workers by the Employer shall attract a penalty as stated in the Appendix to cover expenses incurred in the administration of such labour payments.

4.1.8. Contract with Employees

(i) Working days

The Contractor shall recognize gazetted non-working days and allow in the Works Programme for those days on which labour is not expected to work.

(ii) Provision of Hand Tools

The Contractor shall provide his labour force with a sufficient number of hand tools of good quality and shall make the necessary provisions to maintain the tools in a good and safe working condition. The Engineer may instruct the Contractor to replace worn out, faulty or unsafe hand tools.

(iii) Safety and Health

- (a) The Contractor shall be responsible for the safety of all workers. In collaboration with, and to the requirements of the local health authorities, the Contractor shall ensure that first aid equipment and medical stores are available on the Site at all times throughout the period of the Contract, and shall also designate a Health and Safety Officer from amongst the staff.
- (b) The Contractor shall be responsible for the provision of potable water for the workers at appropriate locations on the Site.
- (c) In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

(iv) Contractor to Preserve Peace

The Contractor shall take all reasonable measures to ensure that all personnel on site comply with the Statutes, Ordinances, Laws, Regulations and By-Laws in force in Kenya, and to prevent accidents or any riotous or unlawful behaviour by or amongst the employees on or in connection with the Works, and for the preservation of the peace.

4.1.9. Water for the Works

The Contractor shall supply all water for the Works.

4.1.10. Environmental and Social Standards

The Contractor shall take all reasonable measures to protect the environment on the Site and to avoid damage or nuisance to persons and property. The Contractor undertakes to:

- i. Comply and also ensure that its subcontractors, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- ii. Adopt environmental and social risk mitigations measures as defined in the environmental and social management plan, refer to specifications clause 25-50-002 or the notice of environmental and social impact issued by the Employer.

4.1.11. HIV/AIDS

The Contractor shall institute on-site HIV/AIDS awareness and prevention campaigns for the duration of the Contract. This shall include the siting of information posters, the issue of condoms and also informatory meetings on site for the employees. The meetings shall be arranged with the assistance of the local health authorities and AIDS Campaign personnel, and shall be during working hours without loss of pay.

4.2. Performance Security

Add the following at the end of this clause.

The Performance Security shall be valid until the date of issue of the Employer's notice under sub-Clause 8.2 (Taking Over Notice). The Employer shall return the Security to the Contractor within 14 days thereafter.

A Performance Security in the form an Insurance Bond shall only be allowed from an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA) and in a Form also approved by the PPRA.

10. VARIATIONS AND CLAIMS

Add the following sub-clauses:

10.2 Permitted Variations

- (d) The Engineer shall not be permitted to issue Variations to a value greater than the Tender Sum without approval from the Procurement Entity. The limit of approved Variations shall be + 25% of the Contract Sum.

11. CONTRACT PRICE AND PAYMENT

11.1. Valuation of the Works

Add the following sub-clauses:

11.1.1. Price Adjustment

The Contract shall not normally be subject to Price Adjustment. However, in exceptional and clearly identifiable economic circumstances, the Employer may consider a request from the Contractor for Price Adjustment where taxes, duties and/or basic costs for labour and specified materials have significantly increased since the commencement of the Works, as set out below,

- (a) Local Labour

For the purpose of this Sub Clause:

- (i) “Local Labour” means skilled, semi-skilled workers of all trades engaged by the Contractor on the Site for the purpose of or in connection with the Contract or engaged full time by the Contractor off the site for the Purpose of or in connection with the Contract (by way of illustration but not limitation: workers engaged full time in any office, store, workshop or quarry).
- (ii) “Basic Rate” means the applicable basic minimum wage rate prevailing on the date 28 days prior to the latest date for submission of Tenders, by reason of any National or State Statute or Ordinance.

- (iii) “Current Rate” means the applicable basic minimum wage rate for Local Workers by reason of any National or State Statute or Ordinance, prevailing on any date subsequent to the date 28 days prior to the latest date set for submission of Tenders.

b) Specified Materials

For the purpose of this Sub-Clause

- (i) “Specified Materials” means the basic materials required on the Site for the execution and completion of Works, which shall include fuel and lubricants; cement; aggregates; steel reinforcement; timber and gravel.
- (ii) “Basic Prices” means the prices for the specified materials prevailing on the date 28 days prior to the latest date for submission of Tenders.

The Engineer shall compile a Schedule of Basic Prices, upon which any claim for Variation shall be based, prior to the award of the Contract. The Contractor shall be entitled to a copy of the Schedule upon request to the Engineer.

- (iii) “Current Prices” means the prices for the specified materials prevailing on any date subsequent to the date 28 days prior to the latest date set for the submission of the Tenders, by reason of any National or State Statute or Ordinance,

(c) Overheads and Profits Excluded

In determining the amount of any adjustment to the Contract Price pursuant to this Sub-Clause no account shall be taken of any overheads or profits.

(d) Adjustments

The net amount of difference between the basic price and the current price payable by the Contractor when the specified services are provided or materials are bought shall, as the case may be, be paid to the Contractor.

(e) Notice and Records

The Contractor shall keep such books, accounts, invoices, receipts, time sheets and other documents and records as are necessary to enable any adjustment under this Clause to be made and shall at the request of the Employer furnish these duly verified in such a manner as the Employer may require for examination and checking.

11.1.2. Exclusion of Price Adjustment for Late Completion of Works

In the event of the Contractor failing to complete the Works within the Time of Completion as defined under Clause 7, or extension of the Contract period granted, the provisions of Clause 11 shall cease to apply.

Any part of the Works executed after the expiry of the Time for Completion shall be valued at a price levels prevailing at the contractual date of Completion.

11.1.3. Day works

The Contractor shall not execute any work on a Day works basis except by written order of the Engineer

Unless otherwise adjusted, payments for Day works shall be subject to price adjustment in accordance with the provisions of Clause 11.1.1

11.2. Interim Payments

Add the following sub-clauses:

11.2.1. Advance Payment

The Employer may make Advance Payment to the Contractor on application after signing the Contract, against a Bank Guarantee, or approved Insurance Bond, in the form set out in the Tender Documents

This Advance Payment shall be up to a maximum amount stated in the Appendix.

11.2.2. Deductions for Re-payment of Advance Payment

Reimbursements of Advance Payment shall be made according to the schedule as stated in the Appendix.

11.2.3. The Minimum Amount of Interim Payment.

The minimum amount of an Interim Payment shall be stated in the Appendix.

16. FRAUD AND CORRUPTION

16.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 56 shall apply as if such expulsion had been made under Sub-Clause 56.5 [Termination by Employer].

16.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

16.3 For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

16.4 The Contractor declares that:

- a) They did not engage in any action to influence the Project implementation process to the detriment of the Employer, in particular no collusive practice took place nor will take place, and
- b) The bidding proceedings, contract award, and execution have not and will not be subject to any corrupt practice as defined in the United Nations Convention to combat corruption dated 31 October 2003.

SECTION V: APPENDIX TO FORM OF AGREEMENT

This Appendix to Form of Agreement forms part of the Agreement.

Item	Data
Time for Completion	Six (6) Months
Priority of Documents	The documents forming the Contract shall be interpreted in the following order of priority: i. the Contract Agreement and Appendix to form of agreement ii. the Letter of Acceptance iii. the Form of Tender iv. the Conditions of Contract, Part II - Conditions of Particular Application v. the Conditions of Contract, Part I - General Conditions of Contract (FIDIC Short Form 1999) vi. the Specifications vii. the Drawings, viii. the Priced Bill of Quantities
Law of Contract	Laws of the Republic of Kenya
Language	English
Provision of Site	On Commencement Date
Name and Address of Employer	Director General, Kenya Rural Roads Authority, P.O. Box 48151-00100, Nairobi.
Employer's Representative	Director(Road Asset Management), Kenya Rural Roads Authority P.O. Box 48151-00100
Name and Address of the Engineer	Regional Deputy Director, Kenya Rural Roads Authority, Kisii Region, P. O. Box 1084-40200, Kisii.
Name and Address of Engineer's Representative	Constituency Roads Officer Bobasi Constituency Kisii Region
Penalty to the Contractor for Employer paying workers on his behalf	10% of the amount paid to the workers.
Performance Security	Not Required

Item	Data
Amount	Not Applicable
Form	Not Applicable
Requirements of Contractors Design	Not Applicable
Programme ⇒ Time of Submission	Within 14 days of Commencement Date
⇒ Form of Programme	Bar Chart
⇒ Interval Updates	As requested by the Principle Engineer
Liquidated Damages Amount payable due to failure to complete	0.01% of Contract Price per Day to a limit of 1% of Contract Price.
Defects Liability	Not Applicable
Period of notifying defects	Not Applicable
Percentage of Retention	Not Applicable
Maximum Amount of Advance Payment	Not Applicable
Form of Guarantee for Advance Payment	Not Applicable
Valuation of Works	Re-measurements with Bills of Quantities
Repayment Schedule for Advance Payment	Not Applicable
Minimum Amount of Interim Payment	Kshs. 2,000,000 (Kenya Shillings Two Million)
Currency of Payment	Kenya Shilling
Rate of Interest	Simple Interest at a rate of 2% above mean Base Lending Rate as issued by the Central Bank of Kenya.
Insurance	Not required
Insurance ⇒ The Works, materials plants & fees- Contractor's All risks ⇒ Third party injury to persons and damage to property ⇒ Workers compensation (WIBA- workers injury benefits policy)	Amount of Cover Not Applicable. Not Applicable Not Applicable
Arbitration	

Item	Data
⇒ Rules	CAP 49 of the Laws of Kenya
⇒ Appointing Authority	Chairman Chartered Institute of Arbitrators, Kenya Branch.
⇒ Place of Arbitration	Kenya Rural Roads Authority, Headquarters, Nairobi

Bidder's Signature..... Date.....

SECTION VI: STANDARD FORMS

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FORM OF TENDER

To: Regional Deputy Director,
Kenya Rural Roads Authority,
Kisii Region,
P.O Box 1084-40200,
KISII

.Date:

Routine Maintenance and Spot Improvement of Motonto – Nyankegogi (G65556)

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above Works, We, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures]
KenyaShillings _____
_____ [Amount in words]
2. We undertake, if our Tender is accepted, to commence the Works on the commencement date and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix.
3. We agree to abide by this Tender for **180 Days** from the date tender opening, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign Tenders for and on behalf of

_____ [Name of Tenderer] of

_____ [Address of Tenderer]

Witness: Name _____

Address _____

Signature _____

Date _____

FORM OF AGREEMENT

THIS AGREEMENT is made on theday of..... between the **Kenya Rural Roads Authority, of P.O. BOX 1084 - 40200, Kisii, Kenya** hereinafter called the “**Employer**” of the one part andhereinafter called the “**Contractor**” of the other part.

WHEREAS the Employer is desirous that certain works should be executed, viz: **Routine Maintenance and Spot Improvement of Motonto - Nyakegogi (G65556)**

And has accepted a Bid by the Contractor to execute, complete and maintain such works

NOW THIS AGREEMENT WITNESSETH as follows:

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

The said BID dated.....

- Conditions of Contract; Parts I and II
- The Standard and Special Specifications;
- Priced Bill of Quantities;
- Letter of Acceptance;
- Form of Tender
- Drawings;
- Appendix to the Form of Agreement
- Schedule Of Supplementary Information
- Other Documents/Materials/Conditions agreed and documented.

All aforesaid documents are hereinafter referred to as “**The Contract**”.

In consideration of the payment to be made by the **Employer** to the **Contractor**, the Contractor covenants with the Employer to execute and complete the Works in conformity with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works at the Contract Price or such other sum as may become payable under the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereto affixed (or have hereunto set their respective hands and seals) on the day and year first above written.

SIGNED AND DELIVERED

By the said Employer:

Name

Signature:.....

(Regional Deputy Director, Kenya Rural Roads Authority-
Kisii Region)

(For and on behalf of the said Employer.)

In the presence of:

Name.....

Signature.....

(Senior Supply Chain Management Officer
Kenya Rural Roads Authority-Kisii Region)

By the said Contractor: Name.....

Signature.....

Designation:.....

(For and on behalf of the said Contractor)

In the presence of:

Name.....

Signature:.....

Designation:.....

Address:.....

QUALIFICATION INFORMATION

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full name of Tenderer;
.....
2. Full address of Tenderer to which Tender correspondence is to be sent (unless an agent has been appointed below);
.....
3. Telephone number (s) of Tenderer;
.....
4. Facsimile of Tenderer;
.....
5. Name of Tenderer's representative to be contacted on matters of the Tender during the Tender period;
.....
6. Details of Tenderer's nominated agent (if any) to receive Tender notices (name, address, telephone, telefax);
.....
.....

Signature of Tenderer

Make copy and deliver to Deputy Director Kenya Rural Roads Authority, Kisii Region,

P.O Box 1084-40200, KISII. (The Tenderer shall leave one copy at the time of purchase of the Tender documents)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a) or 2 (b) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licensee No..... Expiring date.....

Maximum value of business which you can handle at any time: Kshs

Name of your Bankers.....

Branch.....

Part 2 (b) – Partnership

Give details of partners as follows:

Name in full	Nationality	Citizenship Details	Shares
--------------	-------------	---------------------	--------

1.....			
--------	--	--	--

2.....			
--------	--	--	--

3.....			
--------	--	--	--

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full	Nationality	Citizenship Details*	Shares
--------------	-------------	----------------------	--------

1.....			
--------	--	--	--

2.....			
--------	--	--	--

3.....			
--------	--	--	--

Part 2(d) – Interest in the Firm:

Is there any person / persons in Kenya Rural Roads Authority who
has interest in this firm? Yes/No..... (Delete as necessary)

I certify that the information given above is correct.

.....
(Title) (Signature) (Date)

* Attach proof of citizenship

CERTIFICATE OF TENDERER'S VISIT TO SITE

This is to certify that

[Name/s].....

.....

Being the authorized representative/Agent of [Name of Tenderer]

.....

.....

Participated in the organized inspection visit of the site of the works for the (participated in the organised inspection visit of the site of the work for **Spot Improvement and Routine Maintenance of Motonto - Nyakegogi (G65556)**)

held on day of.....20.....

Name.....
(Employer's Representative)

Signed.....

Designation.....

NOTE: This form is to be completed when the site visit is made

FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer consisting of a joint venture shall state here below the name and address of his representative who is authorized to receive on his behalf correspondence in connection with the Tender.

.....

(Name of Tenderer's Representative in block letters)

.....

(Address of Tenderer's Representative)

.....

(Signature of Tenderer's Representative)

SCHEDULE OF THE PROPOSED APPROPRIATE EQUIPMENT

Mandatory minimum number of equipment required by the Employer for the execution of the project
that the bidder must make available for the Contract

Item No.	Equipment Details	Minimum Number Required	No of Equipment Owned by the Bidder	No. of equipment to be hired
1	Pedestrian Roller – Man walk behind	1		
2	Double drum vibrating pedestrian roller(3Tons)	1		
3	Self-propelled single drum vibrating (10Tons)	1		
4	Mobile concrete mixers	1		
5	Excavator/loader	1		
6	Concrete vibrators	1		
7	Tippers payload 7 – 10 tonnes	2		
8	Flat bed lorries	1		
9	Water tankers (10,000 litres capacity)	1		

The Bidder must attach certified copies of log books or lease agreement of the following

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

SCHEDULE OF COMPLETED CIVIL WORKS CARRIED OUT IN THE PREVIOUS YEARS

DESCRIPTION OF WORKS AND CLIENT	TOTAL VALUE OF WORKS (KSHS)	CONTRACT PERIOD (YEARS)	YEAR COMPLETED

I certify that the above Civil Works were successfully carried out and completed by ourselves.

.....
(Title)

.....
(Signature)

.....
(Date)

SCHEDULE OF ONGOING PROJECTS

DESCRIPTION OF WORK AND CLIENT	CONTRACT PERIOD	DATE OF COMMEN- CEMENT	DATE OF COMPLETION	TOTAL VALUE OF WORKS (KSHS.)	% COMPLETED TODATE

I certify that the above Civil Works are being carried out by ourselves and that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

OTHER SUPPLEMENTARY INFORMATION

1. Financial reports for the last three years, balance sheets, profit and loss statements, auditors' reports, etc. List them below and attach copies.

.....

2. Evidence of access to financial resources to meet the qualification requirements. Cash in hand, lines of credit etc. List below and attach copies of supporting documents

.....

3. Name, address, telephone, telex, fax numbers of the Tenderer's Bankers who may provide reference if contacted by the Employer.

.....

4. Information on current litigation in which the Tenderer is involved.

OTHER PARTY (IES)	CAUSE OF DISPUTE	AMOUNT INVOLVED (KSHS)

I certify that the above information is correct.

.....
 (Title)

.....
 (Signature)

.....
 (Date)

ADJUDICATOR’S AGREEMENT

Identification of Project:

.....
(the “Project”)

Name and address of the Employer:

.....
(the “Employer”)

Name and address of the Contractor:

.....
(the “Contractor”)

Name and address of the Adjudicator:

.....
(the “Adjudicator”)

Whereas the Employer and the Contractor have entered into a Contract (“the Contract”) for the execution of the Project and wish to appoint the Adjudicator to act as adjudicator in accordance with the Rules for Adjudication [“the Rules”].

The Employer, Contractor and Adjudicator agree as follows:

1. The Rules and dispute provisions of the Contract shall form part of this Agreement.
2. The Adjudicator shall be paid:

A retainer fee of per calendar month(where applicable)

A daily fee of

Expenses (including the cost of telephone calls, courier charges, faxes and telexes incurred in connection with his duties; all reasonable and necessary travel expenses, hotel accommodation and subsistence and other direct travel expenses).

Receipts will be required for all expenses.

3. The Adjudicator agrees to act as Adjudicator in accordance with the Rules and has disclosed to the Parties any previous or existing relationship with the Parties or others concerned with the Project.
4. This Agreement shall be governed by the laws of.....
5. The Language of this Agreement shall be

SIGNED BY

For and on behalf of the Employer in the presence of

Witness
Name
Address
Date

SIGNED BY

For and on behalf of the Contractor in the presence of

Witness
Name
Address
Date

SIGNED BY

For and on behalf of the Adjudicator in the presence of

Witness
Name
Address
Date

FRAUD AND CORRUPTION

- 1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.
- 2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed.
- 3 For the purposes of this Sub-Clause:
 - (v) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (vi) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (vii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (viii) “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

- 4 The Contractor declares that:

- c) They did not engage in any action to influence the Project implementation process to the detriment of the Employer, in particular no collusive practice took place nor will take place, and

The bidding proceedings, contract award, and execution have not and will not be subject to any corrupt practice as defined in the United Nations Convention to combat corruption dated 31 October 2003.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign Tenders for and on behalf of
_____ [Name of Tenderer] of

_____ [Address of Tenderer]

_____ [Seal or Stamp of Tenderer]

ENVIRONMENTAL AND SOCIAL COMMITMENT

I have taken due note of the importance to comply with environmental and social standards and regulations.

I, the undersigned, [.....] acting as the duly authorized representative of [.....],

With respect to the submission of a bid for **Spot Improvement and Routine Maintenance of Motonto - Nyakegogi (G65556) km 0+000 – 10+660)** in accordance with the invitation to **Tender No. KeRRA/011/KSI/39/068/2020-2021**, I undertake to comply, and ensure that our subcontractors, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties

In addition, I also undertake to adopt any environmental and social risk mitigation measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the Employer.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign Tenders for and on behalf of

_____ [Name of Tenderer] of

_____ [Address of Tenderer]

_____ [Seal or Stamp of Tenderer]

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW
BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) ofdated
the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax
No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board
to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary

DECLARATION FORM

Date _____

To: Regional Deputy Director,
Kenya Rural Roads Authority,
Kisii Region,
P.O Box 1084-40200,
KISII.

The tenderer i.e. (Name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

SECTION VII: CONTRACTOR'S EVALUATION CHECKLIST

Supervision Check List (1/2)

Project Title:	
Contractor:	

1. This check list is for Resident Engineer to check contractor's work execution process.
 2. Fill in date of checking as (day/month), mark as indicated in Filling Example, and state remarks.
 3. Put this check list in the Monthly Progress Report.

	Date	Name	Signature
The Engineer's Representative (Project Engineer)			
Resident Engineer			

Item	Check Point		before	During execution										after	Remarks
			Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	
			/	/	/	/	/	/	/	/	/	/	/	/	
1	Execution system in general	1-1	Works Execution Programme (including its revised version if any) is submitted before the date specified in contract document		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
		1-2	Works Execution Programme properly reflects the given specifications and site conditions		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
		1-3	Execution procedures are in accordance with Works Execution Programme		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
2	Equipment holding	2-1	All equipment used are properly mobilized in accordance with Works Execution Programme		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
		2-2	All equipment used is well maintained during the execution of works		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
3	Contractor's in-house staff	3-1	Qualified technical staff of contractor are properly assigned as specified in Works Execution Programme		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
		3-2	Contractor's in-house key staff understand work process and schedule properly		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
		3-3	Contractor's in-house staff give technical guidance and direction to workers and operators properly and timely		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
		3-4	Communications with authority in writing is properly and timely		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
4	Personnel employment	4-1	Workers and operators are deployed in accordance with Works Execution Programme		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
		4-2	Wage payment is properly made on time		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
5	Site base facilities	5-1	Office and stockyard are prepared in accordance with Works Execution Programme		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
		5-2	Site is well maintained during the work execution and cleared on completion		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
		5-3	Material stored on site is properly managed during the work execution		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
6	Quality and quantity management	6-1	Material testing, structural examination, and measurements are properly and routinely conducted based on specifications and Works Execution Programme		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	

Filling Example : ☒ Check point is satisfactory ☐ Check point is unsatisfactory N/A Not applicable

Supervision Check List (2/2)

Project Title:	
Contractor:	

1. This check list is for Resident Engineer to check contractor's work execution process.
 2. Fill in date of checking as (day/month), mark as indicated in Filling Example, and state remarks.
 3. Put this check list in the Monthly Progress Report.

The Engineer's Representative (Project Engineer)	Signature
Resident Engineer	

Item	Check Point	before	During execution										after	Remarks
		Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	
		/	/	/	/	/	/	/	/	/	/	/	/	
6	Quality and quantity management	6-2	Results of material testing, structural examination and measurements are within the specifications.											
		6-3	Results of material testing, structural examination, and measurements are properly compiled as reports for confirmation											
7	Work scheduling	7-1	Understanding of critical path and its reflection on scheduling are proper											
		7-2	Actual proceedings are periodically compared to the planned schedule described in Works Execution Programme											
		7-3	Changes caused by site conditions are properly handled to keep Works on schedule											
		7-4	All works are completed within the contract term or within the extended term as allowed											
8	Work safety management	8-1	No accident occurs to workers, operators, or third-parties.											
		8-2	Safety of workers and operators is considered											
		8-3	Accident prevention efforts for third-parties are proper											
		8-4	Traffic and site safety devices are properly installed and managed											
		8-5	Temporary facilities (e.g. scaffolding) are constantly checked											
9	Environmental and social management	9-1	Environmental and social mitigation efforts (e.g. against noise, vibration, emission, and dust) are conducted											
		9-2	Waste material from site is properly disposed											
		9-3	Damage to existing roads, works and services is avoided or are repaired when it occurs											
		9-4	Transportation by vehicles is properly done with no overloading, and neither material falling, leakage, nor spillage.											

Filling Example : ✓ Check point is satisfactory ■ Check point is unsatisfactory N/A Not applicable

SECTION VIII: SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES

I. SPECIFICATIONS

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SECTION 01: PRELIMINARY AND GENERAL ITEMS

Scope:

This section comprises those items that are required at the Commencement and Completion of the Works or that are Provisional Items applicable for the duration of the Works.

Location of Project

The project is located in Bobasi Constituency. It is approximately 4.0 km in length starting at Motonto (km 0+000) and terminating at Nyakegogi (km 10+660).

Extent of Contract

The major works to be executed under the contract comprise mainly but are not limited to;

- Site clearance
- Culvert and drainage works,
- Grading and gravelling works

The works involve routine maintenance and spot improvement.

01-40- 001 Mobilization and Establishment of the Site

The Contractor shall provide all equipment, tools, materials, temporary offices, stores and housing required to carry out the Works.

The Contractor shall ensure that all possible means of protection are given to the labour force at all times. Such protection shall include provision of high visibility clothing or vests, goggles and masks for workers in potentially dangerous locations or dealing with potentially harmful materials. The Contractor shall also maintain first aid kits with a minimum of the following items:-

- Non Stick wound dressing
- Selection of plaster/band aids
- Crepe bandages
- Gauze and cotton wool
- Antiseptic solution (washing wounds)
- Antiseptic cream – Betadine, Burnol
- Pain killers Panadol, Disprin
- Anti diarrhoea – Immodium, Diadis, Charcoal
- Anti histamine – Piriton, Triludan
- Anti nausea – Stemetil
- Eye ointment
- Oral re-hydration sachets
- Surgical gloves

Measurement and Payment:

No separate payment shall be made for this item. The Contractor shall include the costs in the rates for other measured items.

01-40- 002 Clearance on Completion

On Completion of the Works, all temporary housing, equipment, signs and tools shall be removed from the site, and the site left in good order to the satisfaction of the Engineer.

Measurement and Payment

The Lump Sum payment will be made upon approval by the Engineer that the Clearance has been satisfactorily carried out.

01-40-004 Quality Control Tests

The Engineer may instruct the Contractor during the progress of the Works to carry out quality control tests to check materials and standards of workmanship, against the Specifications.

Where such tests indicate defective standards the Engineer shall instruct the Contractor to rectify the defects to the Engineer's satisfaction and at the Contractor's expense.

Measurement and Payment

The Engineer shall include a Provisional Sum for this item to be expended only as and when the Contractor is instructed to carry out tests.

01-40-005 Publicity Sign Boards

The Contractor shall provide Sign Boards as specified on the Drawings or as directed by the Engineer. The Sign Boards shall be placed at the beginning and end of the road or road section covered by this Contract.

Sign Boards shall be maintained for the duration of the Works, and removed on completion.

Quality Control

The Engineer shall check that Sign Boards have been erected in accordance with Drawings and Specifications.

Measurement: Number

The unit of measurement shall be number of Sign Boards erected

Payment

The unit rate shall be the full compensation for labour, tools, materials and incidental costs required for carrying out the work.

01-40- 006 Traffic Control

The Contractor shall provide warning signs, fences, barriers, detours, which shall be properly positioned in advance of the Works to ensure that traffic is well and safely accommodated for the duration of the Works.

Traffic signs and other traffic control facilities shall be kept in good condition and located in positions where they are visible to road users.

Quality Control

The Engineer shall check regularly that traffic control measures are satisfactory.

Measurement and Payment

A Lump Sum shall be paid on a Monthly basis upon the approval of the Engineer that satisfactory control measures are in place.

01-40- 007 Drinking Water

The Contractor shall provide safe drinking water on site for workers at a reasonable distance from all work locations, for the duration of the Works.

Quality Control

The Engineer shall check regularly that adequate supplies of water are available throughout the Site.

Measurement and Payment

A Lump Sum shall be paid on a Monthly basis upon the approval of the Engineer that adequate supplies have been provided.

SECTION 10: GRADING AND GRAVELLING

Scope:

Grading covers the work of the reinstating of the road carriageway to the correct camber by removing the high points and filling gullies, corrugations, and wheel ruts to restore a smooth running surface. Graveling consists of the excavation, loading, hauling, dumping and spreading of gravel wearing course material on the formation of the road carriageway. Gravel shall include lateritic gravel, quartzitic gravel, calcareous gravel, decomposed rock, soft stone coral rag, clayey sand and crushed rock.

The material may be obtained from quarries, borrow pits or excavation in cuttings as directed by the Engineer. Gravel material shall conform to the requirement given in Table 10.1

Table 10.1: Requirement for Gravel Wearing Course

GRADING REQUIREMENTS	
Sieve (mm)	% by Weight Passing
40	100
28	95 – 100
20	85 – 100
14	65 – 100
10	55 – 100
5	35 – 92
2	23 – 77
1	18 – 62
0.425	14 – 50
0.075	10 – 40

For “Quarry Waste” gravel stones of maximum dimension 80mm may be permitted

PLASTICITY INDEX REQUIREMENTS PI		
Zone	Min	Max
WET: Mean annual	5	20
DRY: Mean annual	10	30

BEARING STRENGTH		
Traffic VPD	CBR	DCP Equivalent mm/Blow
>15	20	11
<15	15	14
CBR at 95 % MDD, Modified AASHTO and 4 days soaking		
Lower quality material (CBR 15) may be accepted if no better material can be found		

The Engineer shall approve quarries and the extent of their exploitation. The quarries shall be shown to the Contractor prior to commencement of the Works. The Contractor shall be responsible for the acquisition of the quarry rights and shall conduct respective negotiations with landowners and affected communities.

Alternative sources of gravel material whose quality can be shown to be in compliance with the specification requirements may be used, with the approval of the Engineer and at no extra cost to the Employer. The Contractor is deemed to have included in his rates for the provision of the gravel material.

10-50-002 Carriageway Grading – Heavy Grading

The Contractor shall scarify the existing carriageway surface, cutting high spots and moving materials to fill potholes, corrugations and wheel ruts and reshape the surface to the specified camber, using a Motor grader unless otherwise directed by the Engineer. All loose rocks, roots and grasses shall be removed and disposed of well clear of the drains.

Pegs 300 to 400mm long shall be placed at 20 m intervals to mark edge of the carriageway.

The material shall be bladed toward the centre of the road starting from both edges until the specified camber is achieved. Suitable material from the side drains may be used as additional material. Any further material needed to achieve the correct camber shall be from an approved source. Compaction shall be carried out using appropriate equipment approved by the Engineer, from the carriageway edges to the centerline in overlapping passes.

No grading shall be carried out in dry conditions. Where additional moisture is required to achieve compaction it shall be added in an even manner without transverse or longitudinal flow.

Work Method

The Contractor shall use Equipment to carry out this item.

Quality Control

- The width of the carriageway shall be checked at every 50m intervals and have a tolerance of + 50mm or .20mm.
- The camber shall be checked with a camber board at 25m intervals and shall have a tolerance of +/- 1%

Measurement Unit: m2

The measurement shall be the area of carriageway graded, measured net according to the specified width and measured length graded.

Payment

The unit rate shall be the full compensation for labour, tools, equipment and incidental costs required for carrying out the work.

10-80- 004	Removal of Overburden - Labour
10-80- 009	- Equipment

The Contractor shall remove overburden from quarries and borrow pits, which includes loading, hauling and stockpiling at approved locations. The thickness of the overburden layer to be removed shall be determined from trial pits dug on a 30 metre grid within the quarry area.

The overburden shall be deposited neatly for re-use to reinstate the quarry on completion of the Works, as directed by the Engineer.

Work Method:

The Contractor shall use **Labour** and appropriate **Equipment** to carry out this item .

Quality Control

- The location and manner of stock piling of the overburden for the reinstatement of the quarry shall be to the approval of the Engineer.

Measurement Unit: m^3

The measurement shall be the volume of overburden removed as calculated from the cleared area and the mean depth indicated from the trial pits.

Payment

The unit rate shall include full compensation for labour, tools materials and equipment, haulage, stockpiling and incidental costs required for carrying out the work.

10-80-010 Restoration of Quarries and Borrow Pits

The Contractor shall level the ground, return the topsoil from the stockpiles, and uniformly spread the material over the full excavation area.

Adequate drainage provisions shall be made to protect the excavation areas, and where necessary appropriate protection measures shall be taken to avoid erosion of the spread topsoil layer. Grass and trees shall be replanted as directed by the Engineer.

Work Method

The Contractor shall use **Labour** and/or **Equipment** to carry out this item as agreed by the Engineer.

Quality Control

The Engineer shall check that the required measures have been satisfactorily taken.

Measurement and Payment: Provisional Sum

Payment shall be made on a Day works basis for the labour and equipment as directed by the Engineer

DRAWINGS

FIGURE C3-CROSS- SECTION C (BLACK COTTON SOIL)

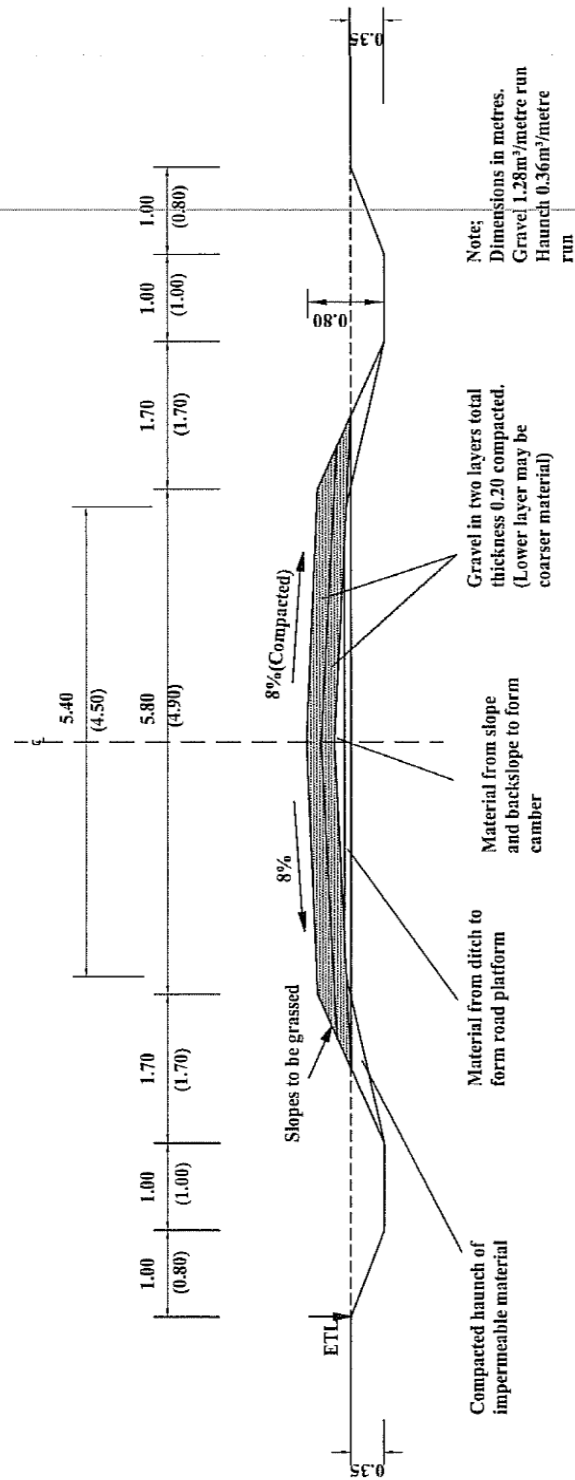


FIGURE C4-CROSS- SECTION D (SIDELONG GROUND)

FIGURE C6 MITRE DRAINS

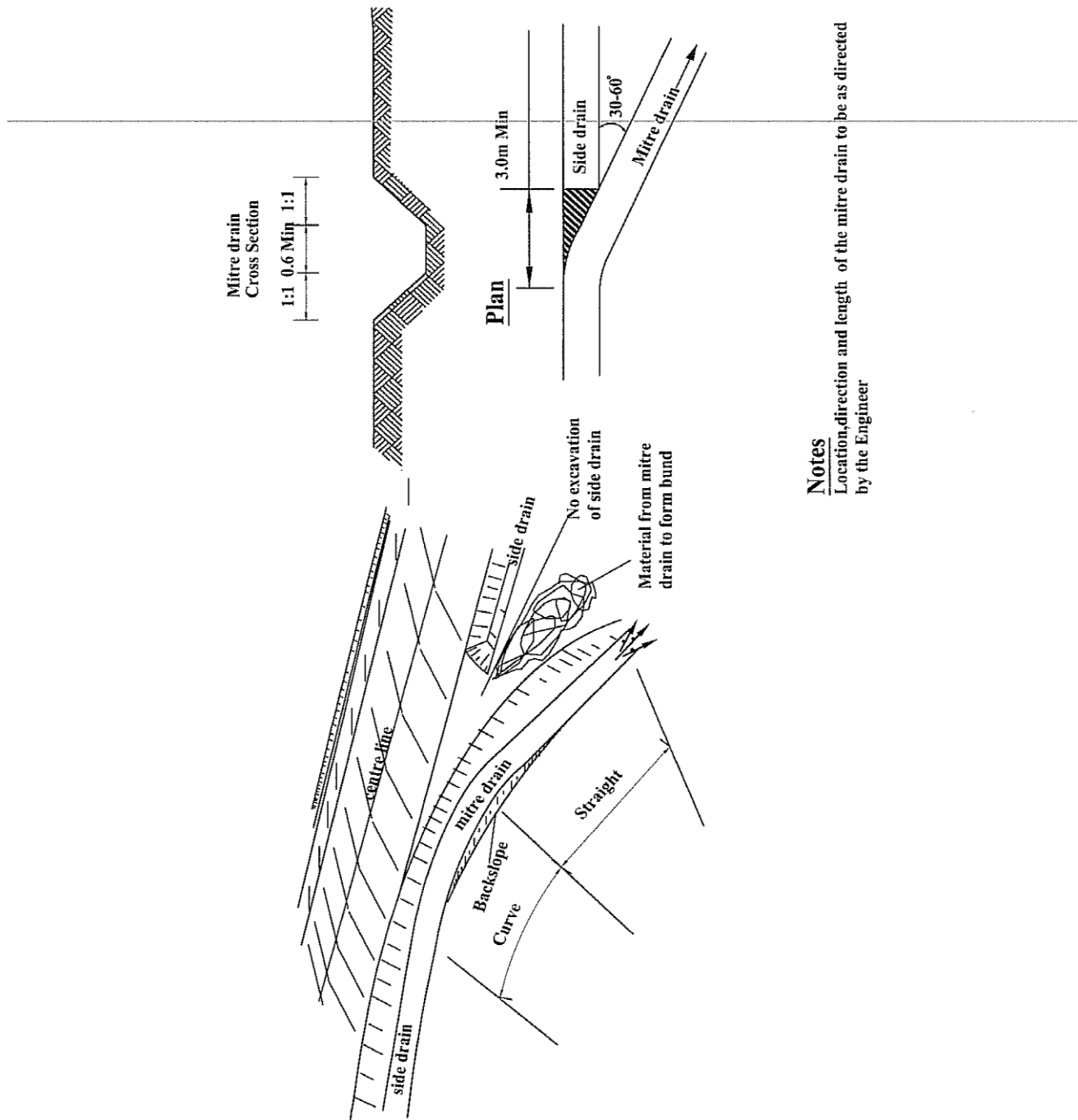
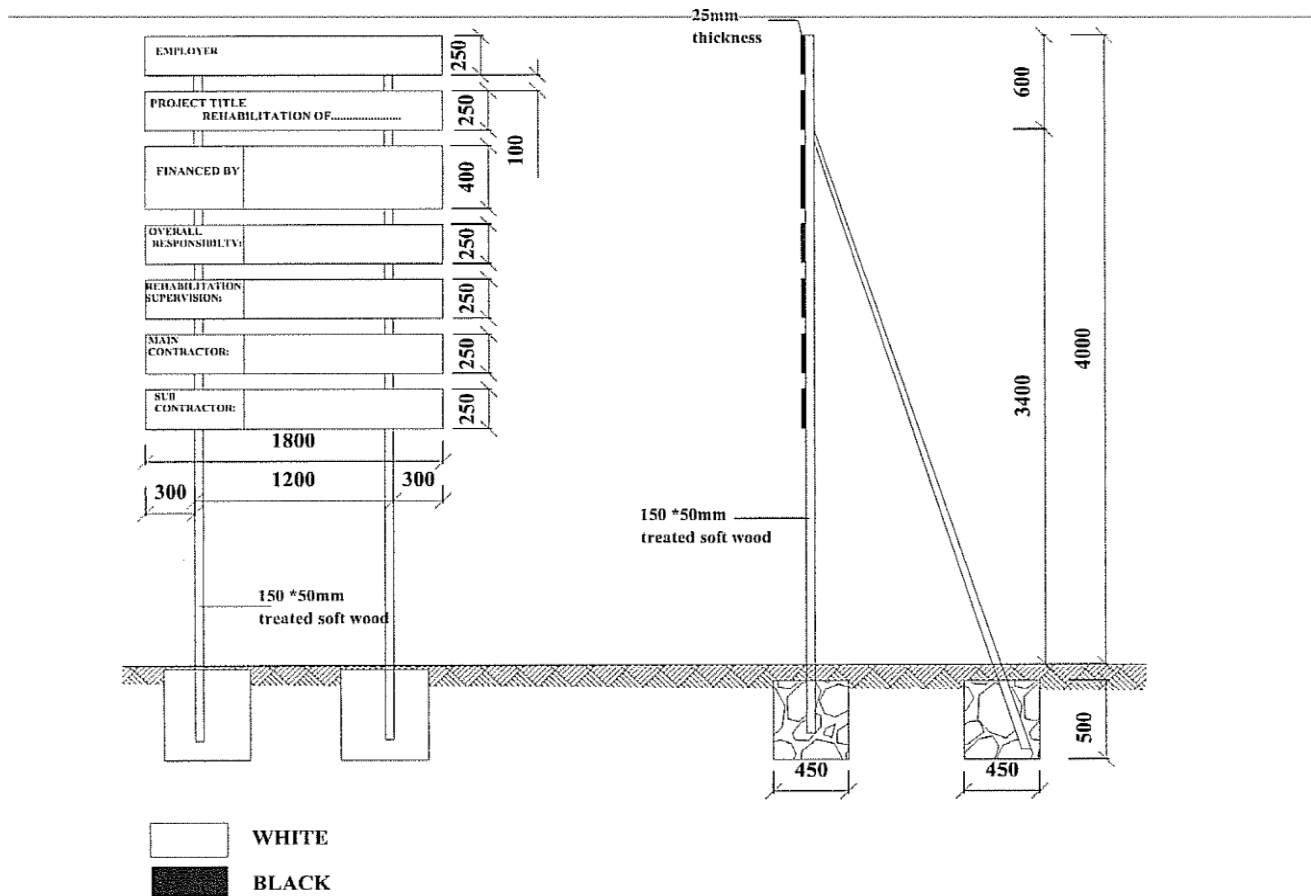


FIGURE C23-PUBLICITY SIGNBOARD



NOTES

1. The wording of the project sign board and the location to be as directed by the Engineer.
2. Materials to be used for fabrication of signboard shall be pressure impregnated treated softwood timber
3. Wording board posts to be attached to the posts with galvanised nails
4. Project board posts and struts to be embedded in concrete class 20/20(1:2:4)

1. The Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the Instructions to Tenderers and these Documents.
2. The prices and rates to be inserted in the Bills of Quantities are to be the full, inclusive value of the work described under the several items including all costs and expenses which may be required in and for the execution of the work described and for the Contractor's overheads and profits. The rates shall be VAT exclusive but include all other taxes, levies and fees applicable. The rates shall be based on the Works being carried out in accordance with the R2000 Strategy of using optimum labour resources.
3. Each item in the Bills of Quantities contains only a brief description of the required work. Fuller details and descriptions of the work to be done, the materials to be used, the standards of workmanship, methods of measurement and payment are to be found in the various sections of the Specifications and on the Drawings.
4. The Quantities set out in the Bills of Quantities are estimated and represent substantially the work to be carried out. There is no guarantee that the Contractor will be required to carry out all the quantity of work indicated under any one particular item or group of items in the Bills of Quantities. The basis of payment shall be the Contractor's rates and the quantities of measured work done in fulfilment of the obligations under the Contract.
5. Work shall be carried out under Day works items only at the direction, and with the approval, of the Engineer. The Contractor shall enter rates in the Day works Schedule of Rates, which shall reflect the realistic costs, including overheads and profit, of each item. If, in the opinion of the Engineer, a rate is unreasonably high or low, the Contractor may be required to amend the rate to the satisfaction of the Engineer.

BILLS OF QUANTITIES

Road Code	G65556	Section Name	MOTONTO-NYAKEGOGI			
Package:	KeRRA/011/KSI/39/068/2020-2021					
Contractor	0					
Bill of Quantities					Page: 1	
Bill No.1	General: Office administration and overheads/Preliminaries				Project:	
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh	Technology
01-505-009	HIV Awareness Program	KS	10000		-	LB-MB
01-50-014	Field supervision	KS	200000		-	LB-MB
01-50-016	Materials Investigation & Testing	KS	15000		-	LB-MB
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Road Code G65556			Section Name		MOTONTO-NYAKEGOGI	
Package: KeRRA/011/KSI/39/068/2020-2021						
Contractor			0			
Bill of Quantities					Page: 2	
Bill No.4	SITE CLEARANCE				Project:	
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh	Technology
04-50-004	Light Bush Clearing	M²	31300		-	LB
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Road Code	G65556	Section Name	MOTONTO-NYAKEGOGI			
Package: KeRRA/011/KSI/39/068/2020-2021						
Contractor		0				
Bill of Quantities					Page: 3	
Bill No.8	CULVERT AND DRAINAGE WORKS				Project:	
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh	Technology
08-60-003	Culvert Cleaning- Partially blocked - 600mm	MT	259		-	LB
08-60-025	Culvert Installation 600 mm with surround	METE	21		-	LB
08-70-007	Construction Of scour checks (masonry)	NO	30		-	LB
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Road Code G65556		Section Name		MOTONTO-NYAKEGOGI		
Package: KeRRA/011/KSI/39/068/2020-2021						
Contractor		0				
Bill of Quantities				Page: 4		
Bill No.10	GRADING AND GRAVELLING WORKS				Project:	
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh	Technology
10-60-001	Provide gravel wearing course-excavation,free haul, spread	M³	977.2		-	MB
10-50-003	Light grading as instructed by the Engineer	M²	56700		-	MB
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Bill of Quantities

Page: 1

Summary

Project:[illegible]